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DAVIES IMPERIAL COATINGS, INC.

1275 STATE STREET, P.O. BOX 790

HAMMOND, INDIANA 46325

(219) 933-0877 (312) 221-3797 FAX (219) 932-4201

July 20, 1992

JUL 24 REC'D

Mr. Joseph Malek
United States Environmental Protection Agency
P.O. Box 529
Itasca, IL 60143

Dear Sir:

In response to your letter of 06/26/92 requesting information regarding our business association with American Chemical Service, Griffith, Indiana, for the time periods referenced (1975-1980), detailed answers for questions one through ten on page three of your letter are as follows:

1. Preparation of the answers to information requests were made by Donn T. Davies, President, and JoAnn D. Davies, Treasurer, of Davies Imperial Coatings, Inc., Hammond, Indiana.
2. Copies of available shipping documents for materials sent to American Chemical Service for reclamation have been enclosed. In addition, copies of invoices for the purchase of the reclaimed solvent have been included.
3. Description and chemical composition of the waste material shipped for reclamation from Davies Imperial Coatings, Inc. to American Chemical Service was "Waste Toluene Mixture Flammable Liquid UN1294-EPA Hazardous Waste Code F005." Dates and quantities are:

04/29/77	72 drums
05/08/80	71 drums
10/10/80	18 drums

Note: A drum is the equivalent of fifty-five gallons.

4. No material was sent to American Chemical Service for disposal. Any material shipped from Davies Imperial Coatings, Inc. to American Chemical Service was processed and purchased from American Chemical Service by Davies Imperial Coatings, Inc. as "reclaimed solvent." Purchase dates and quantities purchased are as follows:

06/24/75	45 drums
09/23/75	39 drums
03/08/76	50 drums
07/27/76	41 drums
01/07/77	45 drums
06/01/77	43 drums
11/08/77	40 drums
02/02/79	45 drums
06/08/79	10 drums
07/10/79	10 drums
08/27/79	9 drums
11/07/79	7 drums
02/06/80	20 drums
05/08/80	37 drums
12/17/80	4 drums
12/31/80	20 drums

Note: A drum is the equivalent of fifty-five gallons.

Note: Davies Imperial Coatings, Inc. did make additional purchases of reclaimed solvent from American Chemical Service in excess of the material sent from Davies Imperial for reclamation.

5. Disposal locations for material shipped from Davies Imperial Coatings to American Chemical Service are unknown. Again, our intention was not for disposal but for reclamation of spent solvent.
6. Material sent to American Chemical Service for reclamation was put into 55 gallon drums or directly into a tank wagon from a holding tank at our facility.
7. N/A
8. Carriers used to transport material from Davies Imperial Coatings, Inc., to American Chemical Service for reclamation were:

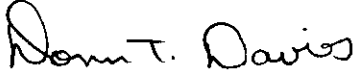
American Chemical Service, Inc.
420 S. Colfax Street
Griffith, Indiana 46319

Strand Trucking Inc.
13642 Kenton
Crestwood, IL 60445

9. Copies of all records, analytical and otherwise, are attached.
10. Davies Imperial Coatings, Inc. is an Indiana corporation incorporated in 1968. No changes in organizational form have ever taken place.

If we can be of further help, please feel free to contact me at any time.

Sincerely,



Donn T. Davies
President

DTD:jdb

enclosures

Davies Imperial Coatings, Inc.
SEAL

State of Indiana
County of Lake

I, the undersigned, a notary public, duly commissioned to take acknowledgements and administer oaths in the state of Indiana, certify that Donn T. Davies personally appeared before me and swore to the truth of the facts thereof instated.

Witness my hand and notarial seal this 20th day of July, 19 92.



NOTARY PUBLIC JOHN LOWENSTINE
SEAL

Resident of Porter County, Indiana-My commission expires 08/15/93.

123

Shipper's No.

Carrier

Carrier No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at **HAMMOND, IND. APRIL 29 19 77** from **DAVIES-IMPERIAL COATINGS, INC**

The property described herein, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood to mean any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery of said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, and to deliver to each carrier of all or any of said property over all or any portion of said route to destination, and on to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

AMERICAN CHEMICAL

Consigned to

(Mail or street address of consignee—For purposes of notification)

Destination _____ State _____ County _____

Delivery Address ★

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Route

Delivering Carrier **AMERICAN CHEMICAL**

Car or Vehicle Initials

No

[illegible]

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

DOI

* The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."

1 Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

DAVIS-IMPERIAL COATINGS, INC.

Shipper, Per.

Agent, Per

Permanent post-office address of shipper.

1275 STATE ST.

HAMMOND, IND. 46320

6S696 Rediform®

***BOLY FAX (50 SETS) 6P696**

STRAIGHT BILL OF LADING—SHORT FORM—Original—Not Negotiable.

Shipper's No.

4365

Carrier

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at **HAMMOND, IND.** **May 8 1980** from **DAVIES-IMPERIAL COATINGS, INC.**

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to **American Chemical**

(Mail or street address of consignee—For purposes of notification only.)

Destination **Griffith, Ind.** State _____ County _____Delivery Address ★ _____
(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Route _____

Delivering Carrier **American Chemical**

Car or Vehicle Initials _____

No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Sub to Car)	Class or Rate	Check Column	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
71	55 gallon drums dirty wash to be reclaimed	30,000#			(Signature of Consignor.) If charges are to be prepaid, write or stamp here, "To Be Prepaid."
	FLAMMABLE LIQUID:				Received \$ _____ to apply in prepayment of the charges on the property described hereon.
					Agent or Cashier Per _____ (The signature here acknowledges only the amount prepaid.) Charges Advanced: \$ _____

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

‡Shipper's imprint in lieu of stamp: not a part of bill of lading approved by the Interstate Commerce Commission.

DAVIES-IMPERIAL COATINGS, INC. Shipper, Per _____

Agent, Per _____

Permanent post-office address of shipper: **P.O. BOX 1187 1275 STATE ST HAMMOND, IND. 46320**

1



CUSTOMER INVOICE

American Chemical Service, Inc.

FULLY INSURED

P. O. Box 190 • Griffith, Indiana 46319

DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE 6-24-75



ORDER NO.



SAME



INVOICE NO.

5,107



OUR TRUCK



TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
55.0	RECLATH SOLVENT	55.0 GAL	10.35	
TOTAL				866.25

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

FULLY INSURED

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

SOLD TO

DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

9-23-75

ORDER NO.

SHIP TO

SAME

INVOICE NO.

5,695

VIA

OUR TRUCK

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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55.00	RECLAIM SOLVENT	55.00 GAL	0.35	
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TOTAL

750.75

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

JREC

S
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ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

3-8-76

ORDER NO.

S
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SAME

INVOICE NO.

6,791

V
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OUR TRUCK

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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50	RECLAIM SOLVENT	55.0GAL	0.35	
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TOTAL

962.50

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

INSURED

DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

7-27-76



SAME



7,726



OUR TRUCK



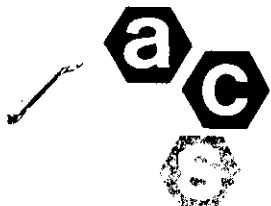
NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
55.06	REGULIN SOLVENT	55.06 GAL		
TOTAL				789.25

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.

CUSTOMER INVOICE

FUL ED



american Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319



DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320



1-7-77



SAME



8,770



OUR TRUCK



NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
	REG. THINNER	55.0 GALS		
	TOTAL			965.25

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

FULLY INSURED

american Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

6-1-77



SAME



9,656



OUR TRUCK \ PPD



NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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55	DAVIES IMPERIAL COATINGS	55.00 GAL		
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TOTAL				922.35
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We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

FULLY INSURED

American Chemical Service, Inc.

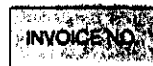
P. O. Box 190 • Griffith, Indiana 46319

DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

11-8-77



SAME



10,604



OUR TRUCK\PPD



NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
----------	-------------	-------	------------	--------

REGALW SOLVENT

55.0GAL

TOTAL

968.00

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER SERVICE

American Chemical Service, Inc.

FULLY INSURED

P. O. Box 190 • Griffith, Indiana 46319

SOLD TO

DAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

2-2-79

ORDER NO.

SHIP TO

SAME

INVOICE NO.

12,895

VIA

OUR TRUCK (APP)

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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45	PERCEATH SOLVENT	55.0GAL	0.40	
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TOTAL

1,089.00

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

FULLY INSURED

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

S
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ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

6-8-79

ORDER NO.

S
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T
O

SAME

INVOICE NO.

13,543

V
I
A

CUSTOMER PICKUP

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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10

RECLAIM SOLVENT

55.0GAL

0.49

269.50

TOTAL

269.50

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER SERVICE

FULLY INSURED

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

S
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ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

7-10-79

ORDER NO.

S
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SAME

INVOICE NO.

13,669

V
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CUSTOMER PICKUP

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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55.00	RECLAIM SOLVENT	55.00 GAL	0.49	269.50
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TOTAL

269.50

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

american Chemical Service, Inc.

FULLY INSURED

P. O. Box 190 • Griffith, Indiana 46319

S
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T
ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

8-27-79

ORDER NO.

S
H
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P
T
O

SAME

INVOICE NO.

13,957

V
I
A

CUSTOMER PICKUP

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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9

RECLAIM SOLVENT

55.0GAL

0.49

242.55

TOTAL

242.55

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

american Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

FULLY INSURED

S
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ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

11-7-79

ORDER NO.

S
H
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SAME

INVOICE NO.

14,402

V
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A

ACS TRUCK\PPD

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
7	RECLAIM SOLVENT	55.0GAL	0.49	188.65
	TOTAL			188.65

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

FULLY INSURED

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

S
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T
ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

2-6-80

ORDER NO.

S
H
I
P
T
O

SAME

INVOICE NO.

14,913

V
I
A

OUR TRUCK

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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20

RECLAIM SOLVENT

55.0GAL

0.49

539.00

TOTAL

539.00

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

American Chemical Service, Inc.

FULLY INSURED

P. O. Box 190 • Griffith, Indiana 46319

S
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T
ODAVIES IMPERIAL COATINGS
1275 STATE STREET
HAMMOND, INDIANA
46320

DATE

5-8-80

ORDER NO.

S
H
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P
T
O

SAME

INVOICE NO.

15,385

V
I
A

OUR TRUCK\PREPAID

TERMS

NET 10 DAYS

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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37

RECLAIM SOLVENT

55.0GAL

0.69

1,404.15

TOTAL

1,404.15

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

FULLY INSURED

American Chemical Service, Inc.

P. O. Box 190 • Griffith, Indiana 46319

S
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ODavies Imperial Coatings
P.O. Box 1187
1275 State Street
Hammond, Indiana 46320

DATE

12-17-80

ORDER NO.

INVOICE NO.

16672

S
H
I
P
T
OV
I
A

customer pick up

TERMS

Net 10 Days

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
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4

Reclaim Solvent

55.0 gal. 0.69 151.80

Total 151.80

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.



CUSTOMER INVOICE

american Chemical Service, Inc.

FULLY INSURED

P. O. Box 190 • Griffith, Indiana 46319

S
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ODavies Imperial Coatings
P.O. Box 1187
1275 State Street
Hammond, Indiana 46320

DATE

12-31-80

ORDER NO.

S
H
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P
T
O

same

INVOICE NO.

16744

V
I
A

customer pick up

TERMS

Net 10 Days

QUANTITY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
20	Reclaim Solvent	55.0 gal.	0.69	759.00
		Total		759.00

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.

Davies Imperial Coatings, Inc.

1275 State Street

P.O. Box 790

Hammond, IN 46321

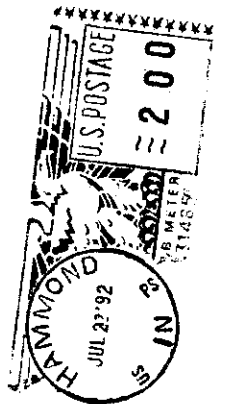
CERTIFIED

P 086 118 994

MAIL

Mr. Joseph Malek
United States Environmental
Protection Agency
P.O. Box 529
Itasca, IL 60143

JUL 24 Recd



7-24
Return